

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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RITCH et al.,

Plaintiffs,

-against-

20 CIVIL 7344 (JW)

JUDGMENT

NEW YORK EYE AND EAR INFIRMARY et al.,

Defendants.

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It is hereby **ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Opinion and Order dated September 29, 2023, the Parties bargained for a right to terminate the License Agreement, without cause, upon 120 days' notice. This notice was given, and the License Agreement was effectively terminated. Because the other contract, the Director Services Agreement, explicitly included termination of the License Agreement as an event of default, that agreement was also effectively terminated. With both agreements discontinued, the Parties have no further obligations to each other. Because of this, as well as because the other claims are legally defective, Plaintiffs have failed to establish that there exists any "genuine issue as to any material fact". See Fed. R. Civ. P. 56(c); see also Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986). Thus, the Defendants are entitled to a judgment as a matter of law. Id. Thus, Plaintiffs' Cross Motion for Summary Judgment is DENIED, and Defendants' Motion for Summary Judgment is GRANTED; accordingly, the case is closed.

Dated: New York, New York

September 29, 2023

RUBY J. KRAJICK

Clerk of Court

BY: *K. Mangold*

Deputy Clerk